

**THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**RLV HOMEOWNERS ASSOCIATION, INC.**

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RLV HOMEOWNERS ASSOCIATION, INC. (the “*Declaration*”), made this 14<sup>th</sup> day of July 2015, by RLV Homeowners Association, Inc., a Texas Non-Profit Corporation (the “*Association*”).

**W I T N E S S E T H**

This Third Amended and Restated Declaration of Covenants, Conditions, and Restrictions has been authorized by consent of the Board and adopted by a majority vote of the Lot Owners for the primary purpose of incorporating into this Declaration, as well as the RLV Homeowners Association, Inc., By-Laws, certain substantive changes in the Texas Property Code effecting the operation of property owners associations, mandated by the 2011, 82<sup>nd</sup> Texas Legislature and 2013, 83<sup>rd</sup> Texas Legislature. Further, this Declaration reorganizes certain Articles from the Declaration to the By-Laws for greater clarity and consistency. In addition, other small changes have been made to this Declaration and to the By-Laws to remove inapplicable, inconsistent, and/or redundant provisions, and make corrections to erroneous text. This Declaration completely and entirely replaces and supersedes, in all respects, all prior Declarations of Covenants, Conditions and Restrictions for RLV Homeowners Association, Inc. The Original, First Amended, and Second Amended Declarations of Covenants, Conditions and Restrictions are on file in the Official Public Records of Dallas County, Texas.

**Introductory Statement**

The RLV Subdivision consists of a certain tract of land situated in the City of Dallas, Dallas County, Texas, containing approximately 19.42 acres of land and commonly known as “Royal Lane Village”, is a residential subdivision comprised of 94 single family residential lots, public streets and related amenities (“*Properties*”), as more particularly described on Exhibit “A”, attached hereto and made a part hereof for all purposes.

NOW THEREFORE, the Properties heretofore described shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

## DECLARATION

### ARTICLE I

#### DEFINITIONS

The following words when used in this Declaration, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

“ARC” shall mean the Architectural Review Committee established in accordance with the By-Laws and charged with the duties described in this Declaration.

“Articles” shall mean and refer to the Articles of Incorporation of the Association.

“Assessment” or “Assessments” shall have the meaning set forth in Article II hereof.

“Association” shall mean and refer to the RLV Homeowners Association, Inc., a Texas nonprofit corporation.

“Board” shall mean the Board of Directors elected from time to time by the Members of the Association.

“Common Facilities” shall mean and refer to (i) the perimeter brick wall, concrete block retaining walls, and wooden fence along the exterior boundary line of the Properties, (ii) the landscaped areas at the entryway to the Properties on Royal Lane and within the median strip separating the divided street designated “Breakers Point” within the Properties, (iii) the entrance area sprinkler system, lighting system, and surveillance system, and (iv) the land situated within the Landscape Maintenance Easement (defined below).

“Declaration” shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties as the same may be amended or supplemented from time to time as therein provided.

“Design Guidelines” shall mean and refer to the architectural guidelines established from time to time by the ARC in the performance of its duties.

“Director” and “Officer” - Director refers to any duly-elected or appointed member of the Board. Officer refers to a Director serving a particular function on the Board, e.g., President, Vice President, Secretary, or Treasurer.

“Dwelling Unit” shall mean and refer to any building or portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single person, a couple, or a family.

“Front Yard” shall mean and refer to: (i) as to interior Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand) (ii) as to corner Lots, the front yard area of the residence between the street (on the one hand) and the dwelling exterior and fence (on the other hand), and that portion of the side yard area exposed to the street, between the street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Association.

“Front Yard Maintenance” shall mean and refer to normal and routine maintenance of Front Yards as determined from time to time by the Board, including but not limited to: (i) mowing and edging Front Yards, (ii) trimming Front Yards with weed eaters, and (iii) fertilizing, trimming shrubbery, and applying fire ant control chemicals to Front Yards.

“Landscape Maintenance Easement” shall mean the easement granted to the Association as shown on the recorded subdivision plat of Royal Lane Village, which is filed with the Dallas County Clerk under Instrument Number 199100838538, (originally filed in Volume 91083, page 0145) in the Official Public Records of Dallas County, Texas.

“Lot” shall mean and refer to any plot or tract of land shown upon the recorded subdivision map of the Properties (defined below) which is shown as a lot thereon and which is improved with a residential dwelling.

“Member” shall mean and refer to each Owner as defined in the By-Laws.

“Officer” See “Director”.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot. Notwithstanding any applicable theory of mortgages or other security devices, “owner” shall not mean or refer to any mortgagee or trustee under a mortgage or deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any conveyance in lieu of foreclosure.

“Properties” shall have the meaning given to it in the Introductory Statement above.

“Resident” shall mean and refer to each person (not otherwise an Owner or Member) authorized by an Owner to reside within such Owner’s Dwelling Unit.

“Royal Lane Village” shall mean and refer to the residential community arising out of the development and improvement of the Properties with Dwelling Units and the use and occupancy of the Properties as a residential subdivision.

## ARTICLE II

### COVENANT FOR MAINTENANCE ASSESSMENTS

- 2.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association (or to a mortgage company or other collection agency designated by the Association): (a) annual assessments to be paid quarterly in advance and due on January 31, April 30, July 31 and October 31 of each year, (b) special assessments for capital improvements and/or unanticipated expenses, such assessments to be fixed, established and collected from time to time as hereinafter provided, and (c) special individual assessments which may be assessed against an Owner's Lot by the Association at any time and from time to time to reimburse the Association for costs and expenses incurred by the Association for the enforcement of this Declaration. The regular annual assessments payable quarterly with respect to each Lot shall commence upon the date on which title to such Lot has been conveyed to a Purchaser and shall constitute the "maintenance fund" of the Association. The regular annual, special and special individual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided (collectively "Assessments"), shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the Assessment became due.
- 2.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the payment of all costs and expenses related to Common Facilities Maintenance and Front Yard Maintenance, including without limitation: services, equipment and facilities devoted to this purpose, including, but not limited to, the payment of all costs and expenses incurred for carrying out the duties of the Board as set forth in the By-Laws and for carrying out the purposes of the Association as stated in its Articles of Incorporation.
- 2.3 Front Yard Maintenance. All Front Yards situated within the Property shall be maintained by the Association with sums provided by regular quarterly Assessments, and such maintenance shall include and be limited to the items included within the defined term Front Yard Maintenance herein. Each Owner shall be obligated to immediately advise the Board from time to time in writing of any adverse condition or problem affecting or relating to the Front Yard Maintenance conducted for such Owner as a condition precedent to any obligation of the Association to correct such adverse condition or problem. In the event that the Board shall at any time determine, in its sole discretion, that the correction of any adverse condition or problem relating to any Front Yard involves maintenance that is not includable within the defined term Front Yard Maintenance, then the costs of such maintenance and correction, if requested by such Owner and carried out by the Board, shall be charged to such Owner by the Board and

shall be paid by such Owner within fifteen (15) days after receipt of request therefore from the Board. Under no circumstance shall any member of the Board or any officer or agent of the Association be liable to any Owner for any action or inaction of the Board with respect to any Front Yard Maintenance, and each Owner hereby releases and relinquishes forever any claims, demands or actions which such Owner may at any time have or be deemed to have against the Board, any member of the Board or the Association with regard to Front Yard Maintenance, whether arising out of the alleged negligence, misfeasance, malfeasance (but not gross negligence or willful misconduct) or any agent of the Association, any officer of the Association or any member of the Board.

- 2.4 Basis and Amount of Quarterly Assessments. The Board may change the amount of the quarterly assessments for each Lot at any regular or special meeting of the Board, taking into consideration the current maintenance costs and the future needs of the Association; provided, that in no event shall the quarterly Assessment for any year exceed the quarterly Assessment levied by the Board for the immediately preceding year by more than five (5%) percent except only in the case of unusual or extraordinary costs and expenses to be paid by the Association as determined from time to time by the Board. As of January 1, 2015, the quarterly assessment is \$230.00 per lot.
- 2.5 Special Assessments. The Association may levy a Special Assessment for any unanticipated cost or expense related to the Common Facilities or for the cost of any construction or reconstruction, unexpected repair or replacement, of a described capital improvement, including the necessary fixtures and personal property related thereto; provided that any such Special Assessment for capital improvements must first be approved by a two-thirds (2/3) majority of those Lots present in person by its respective Members or by legal proxy at a meeting duly called.
- 2.6 Uniform Rate of Assessment. Both quarterly and special Assessments shall be fixed at a uniform rate for all Lots.
- 2.7 Duties of the Board with Respect to Assessments.
  - a. The Board shall fix the date of commencement and the amount of the Assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.
  - b. Notice of the Assessment shall thereupon be delivered by e-mail to the Membership or mailed or hand-delivered to those Members who have no registered e-mail address with the Association.
  - c. The Board shall, upon demand by an Owner, furnish to any Owner liable for each Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid. Each such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

2.8 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.

- a. If any Assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such Assessment shall immediately become delinquent and shall, together with any interest thereon, late charges, and the costs of collection, including attorneys' fees, thereof as hereinafter provided, thereupon become a continuing lien on the lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. There is a personal obligation of the then-Owner to pay such Assessment, and such obligation shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid Assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Facilities or abandonment of his Lot.
- b. In furtherance of the assessment lien provided in Section 2.1 above, and to secure the full and timely payment of all Assessments and other amounts payable by each Owner thereunder, each Owner does hereby grant and convey unto the Association, in trust as Trustee (the "*Trustee*"), the Lot owned by such Owner, subject to all easements and other encumbrances affecting such Lot; provided, that each such grant shall be subordinated to the lien of any mortgage or deed of trust only to the extent provided in Section 2.9 below; and for these purposes the provisions of this paragraph shall be deemed to have created a deed of trust (the "*Deed of Trust*") covering all of the Lots with a power of sale granted to the Trustee in accordance with the provisions of Chapter 51 of the Texas Property Code (the "*Code*") and as it may be amended from time to time. The Deed of Trust created hereby shall be upon the same terms and conditions, and shall provide to the Association all of the rights, benefits and privileges, of the Deed of Trust promulgated by the State Bar of Texas or used by lawyers designated as Form No. 2402, and all amendments, modifications and substitutions thereof, which form is hereby incorporated by reference for all purposes hereof. The Association, acting through its president, shall have the right in its sole discretion at any time, and from time to time, to appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of the then acting Trustee. Without limitation of the remedies available to the Association and to the other owners upon the occurrence of a default by any Owner in the payment of any Assessment or other amount due and payable hereunder, the Association may, at its election and by and through the Trustee, sell or offer for sale the Lot owned by the defaulting Owner to the highest bidder for cash at public auction in accordance with the provisions of the Code. The Association may, at its option, accomplish such foreclosure sale in such manner as permitted or required by the Code or by any other present or subsequent laws relating to the same. After the sale of any Lot in accordance with the provisions of this paragraph, the Owner of such Lot shall be divested of any and all interests and claims thereto, and the proceeds of any such sale shall be applied in the following order of priority: (i) to the payment of the costs and expenses of taking possession of the Lot, (ii) to the

payment of reasonable Trustee's fees, (iii) to the payment of costs of advertisement and sale, (iv) to the payment of all unpaid Assessments and other amounts payable by such Owner to the Association hereunder, and (v) to the defaulting Owner or to any other party entitled thereto. The Association shall have the right to become the Purchaser at the sale of any Lot hereunder and shall have the right to be credited on the amount of its bid therefore all of the Assessments due and owing by the defaulting Owner to the Association as of the date of such sale.

- c. If any Assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such Assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action, and in the event a judgment is obtained such judgment shall include interest on the Assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

2.9 Subordination of the Lien to Mortgages. The lien securing the payment of the Assessments and other obligations provided for herein shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon any Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, except for:

- a. bona fide first mortgage or deed of trust liens for purchase money and/or home improvement purposes placed upon a Lot, including without limitation Institutional Mortgages and Eligible Mortgages, in which event the Association's lien shall automatically become subordinate and inferior to such first lien;
- b. liens for taxes or other public charges as are by applicable law made superior to the Association's lien; and
- c. such other liens about which the Board may, in the exercise of its reasonable discretion, elect to voluntarily subordinate the Association's lien; provided however, such subordination shall apply only to (i) the Assessments which have been due and payable prior to the foreclosure sale (whether public or private) of such Lot pursuant to the terms and conditions of any such first mortgage or deed of trust or tax lien; and (ii) the permitted lien on the Lot alone. Such sale shall not relieve such Lot from liability for the amount of any Assessment thereafter becoming due nor from the lien of any such subsequent Assessment. Such subordination shall not apply where the first mortgage or deed of trust or tax lien is used as a device, scheme or artifice to evade the obligation to pay Assessments and/or to hinder the Association in performing its functions hereunder.

2.10 Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments, charge lien created herein.

- a. All properties dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Facilities as defined in Article I hereof.

2.11 Alternative Payment Schedule.

- a. The Association shall adopt reasonable guidelines to establish an alternative payment schedule by which an Owner may make partial payments to the Association for delinquent assessments or any other amount owed to the Association without accruing additional monetary penalties. For purposes of this Section, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.
- b. The minimum term for a payment plan offered by the Association is three (3) months.
- c. The Association may not allow a payment plan for any amount that extends more than 18 months from the date of the Owner's request for a payment plan. The Association is not required to enter into a payment plan with an Owner who failed to honor the terms of a previous payment plan during the two (2) years following the Owner's default under the previous payment plan.

2.12 Priority of Payments.

- a. Except as provided by Section 2.12.b, a payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:
  - i. any delinquent assessment;
  - ii. any current assessment;
  - iii. any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
  - iv. any attorney's fees incurred by the Association that are not subject to Section 2.12.a.iii;
  - v. any fines assessed by the Association; and
  - vi. any other amount owed to the Association.
- b. If, at the time the Association receives a payment from an Owner, while the Owner is in default under a payment plan entered into with the Association:
  - i. the Association is not required to apply the payment in the order of priority specified by Section 2.12.a; and
  - ii. in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.



2.13 Prerequisites to Foreclosure, Notice, Opportunity to Cure.

- a. The Association may not foreclose an assessment lien on real property by giving notice of sale under Section 51.002 of the Texas Property Code or commencing a judicial foreclosure action unless the Association has:
  - i. provided written notice of the total amount of the delinquency giving rise to the foreclosure to any other holder of a lien of record on the property whose lien is inferior or subordinate to the Association's lien and is evidenced by a deed of trust; and
  - ii. provided the recipient of the notice an opportunity to cure the delinquency before the 61st day after the date the recipient receives the notice.
- b. Notice under this section must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed records relating to the property that is subject to the Association assessment lien.

ARTICLE III

USE OF LOTS AND COMMON FACILITIES

3.1 Limitations on Use. The properties (and the improvements situated thereon) and the Common Facilities shall be occupied and used as follows:

- a. Each Lot shall be used exclusively for residential purposes, and streets and garages shall be used exclusively for the parking of passenger automobiles, except as otherwise provided in Article V Section 5.26 hereof.
- b. There shall be no obstruction of the Common Facilities, nor shall anything be kept or stored in the Common Facilities, nor shall anything be altered, or constructed or planted in, or removed from the Common Facilities, without the written consent of the Board.
- c. No Owner shall permit anything to be done or kept on his Lot which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Properties.
- d. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.
- e. No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by the Association or any Owner in the development and sale, or in the leasing, of any Lot. For sale or for lease signs shall not be more than six square feet in size.

- f. Nothing shall be done in any part of the Properties, nor shall any noxious or offensive activity be carried on, nor shall any outside lighting or loudspeakers or other sound producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.
- g. Each Owner shall be liable to the Association for any damage to the Common Facilities caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees.
- h. All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorney's fees.

#### ARTICLE IV

##### ARCHITECTURAL REVIEW COMMITTEE

- 4.1 Architectural Review Committee. The Architectural Review Committee (the "ARC") shall be composed of the Association's Directors and their successors who by majority vote may designate a representative or representatives to act for them.
- 4.2 ARC Jurisdiction.
  - a. No building, structure, fence, wall, or improvement of any kind or nature shall be erected, placed, or altered on any Lot until all plans and specifications have been submitted to and approved in writing by the ARC, or a majority of its members, re:
    - i. quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design, proper facing of main elevation with respect to nearby streets, in accordance with this Declaration and/or Design Guidelines and/or bulletins;
    - ii. minimum finished floor elevation and proposed footprint of the dwelling;
    - iii. conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping;
    - iv. drainage solution; and
    - v. the observance of and compliance with applicable setback lines and easement areas and the enhancement of aesthetic views and visual corridors to and from the Properties.
  - b. The ARC is authorized and empowered to inspect all properties from time to time and at any time during construction and to consider and review all aspects of dwelling construction, construction of other improvements and location, quality and quantity of landscaping, which may, in the reasonable opinion of the ARC,

adversely affect the living enjoyment of one or more Owner(s) or residents or the general value of the Properties. The ARC shall be permitted to consider technological advances in design and materials (with a UL designation, if appropriate, or with other adequate testing and certification by appropriate agencies and institutions) and comparable or alternative techniques, methods or materials may or may not be permitted, in accordance with the reasonable opinion of the ARC. The ARC is also authorized to request, receive and transmit cost data to the Board that would enable the Association to carry out its duties as prescribed in the By-Laws.

- c. The ARC may require, as a condition precedent to any approval of the final plans and specifications, that the applicant obtain and produce an appropriate building permit from the City of Dallas, Texas. The ARC is also authorized to coordinate with the City of Dallas in connection with the applicant's observance and compliance of the construction standards set for in this Declaration, the Design Guidelines and any bulletins or lot information sheets promulgated thereunder. However, the mere fact that the City of Dallas issues a building permit with respect to a proposed structure shall not automatically mean that the ARC is obliged to unconditionally approve the plans and specifications. Similarly, the ARC's approval of any plans and specifications shall not mean that all applicable building requirements of the City of Dallas have been satisfied. The Association's development criteria may be more restrictive in land use, site development standards, landscape requirements, etc. than the City of Dallas. In every case in which the Association's requirements may be at variance with public agency requirements, the more restrictive regulations shall govern.
- d. At such time as final approval has been given by the ARC and the City of Dallas, Texas (and any and all other applicable governmental agencies), each Owner shall use its best efforts to commence the proposed Dwelling Unit and other improvements within sixty (60) days thereafter and diligently pursue the construction of the approved Dwelling Unit and other improvements until completion.
- e. The ARC may, from time to time, publish and promulgate additional or revised Design Guidelines, and such Design Guidelines shall be explanatory and illustrative of the general intent of the proposed development of the Properties and are intended as a guide to assist the ARC in reviewing plans and specifications. The ARC shall have the right, power and authority to establish and prescribe architectural restrictions and guidelines pertaining to items and topics such as (but not necessarily limited to) the applicant's preparations and submission of:
  - i. A site plan showing the "footprint" of the building, location of all existing trees (indicating size and type) and proposed improvements, including but not limited to, structures, patios, driveways, fences and walls.
  - ii. Exterior elevations of all proposed buildings and structures.
  - iii. A description and samples of exterior materials, colors, textures and shapes of all buildings and structures.

- iv. Landscape plans, which shall include walkways, fences, walls, details, elevation changes, irrigation and watering systems, vegetation and ground cover (indicating size, spacing and quantity), and the proposed protection of existing trees and other desired vegetation.
  - v. Utility connections, including routing of electrical, gas, water, sanitary, sewer, telephone cables and prewired CATV facilities.
  - vi. Exterior illumination and location.
  - vii. Dimensional floor plan of all enclosed spaces and any garage or parking facilities.
  - viii. Drainage solutions.
  - ix. Such other matters as may be required by the then applicable zoning and building codes of the City of Dallas.
  - x. The items described in this Section and any other data or information requested or deemed reasonably necessary by the ARC.
- f. The ARC shall have the right, privilege and discretion to require that each Owner provide a topographical survey by a registered surveyor that shows existing conditions. The ARC is authorized and empowered to develop, prepare and may provide (but at no cost or expense to the ARC) a "Lot information sheet" which may contain specific requirements concerning the topography, grade, drainage, vegetation, view lines, fences, setbacks or other such comparable data pertaining to a specific lot. Not every Lot will be the subject of a specific Lot information sheet. Requirements within each Lot information sheet may vary from one Lot to the next.

#### 4.3 Plan Submissions.

- a. Each and all sets of the plans shall show, or contain thereon, the respective names, addresses and telephone numbers of the Owner, builders and architect. Final plans, specifications and surveys shall be submitted in duplicate to the ARC for approval or disapproval. At a minimum, the final plans and specifications shall include a site plan:
  - i. location of each structure on Lot;
  - ii. exterior walls/roof;
  - iii. any exterior improvements such as screening walls, swimming pools, etc.;
  - iv. existing and finished grades (1 foot intervals);
  - v. air conditioning and pool equipment locations, and trash enclosures;
  - vi. drainage plan - the direction and manner in which water will be drained from the site, and
  - vii. landscape and irrigation.

- b. Each owner shall additionally be required to submit to the ARC for its approval or disapproval prior to the commencement of any construction upon any Lot the following:
  - i. foundation and grading plan-including minimum finished floor elevations;
  - ii. floor plans;
  - iii. elevations;
  - iv. actual brick samples and exterior paint and stain samples;
  - v. landscape plans; and
  - vi. irrigation plans.
- c. The ARC is authorized to request the submission of samples of proposed construction materials. At such time as the plans, specifications and surveys meet the approval of the ARC, one complete set of plans, specifications and surveys will be returned by the ARC and the other complete set will be marked "Approved" and returned to the builder or developer or their designated representative. If found not to be in compliance with the applicable requirements, one set of such plans, specifications and surveys shall be returned marked "Disapproved," accompanied by a reasonable statement of items found not to comply with the applicable requirements. Any modification or change to the approved set of plans, specifications and surveys shall again be submitted to the ARC for its inspection and approval prior to construction. The ARC's approval or disapproval, as required herein, shall be in writing. If the ARC fails to approve or disapprove such plans, specifications and surveys within thirty (30) days after the actual date of the received submission, then the ARC approval shall be presumed.
- d. The ARC may from time to time publish and promulgate architectural standards bulletins which shall be fair and reasonable and shall carry forward the spirit and intention of the Design Guidelines. Such bulletins shall supplement the Design Guidelines and are incorporated herein by reference.
- e. The ARC, at its sole discretion, may grant a waiver on any provision contained herein that it deems to be in the best interest of the Association. Any such waiver shall be limited solely to the Lot in question and not operate as a waiver to the benefit of any other Lot.

#### 4.4 General.

- a. The ARC shall be entitled, at any time and from time to time, to seek and obtain professional advice and counsel (including but not limited to architects, attorneys, designers, engineers and landscape architects) in connection with the performance of its duties with all reasonable costs and expenses related thereto paid for or reimbursed by the Association in accordance with its budget. The Association may, in turn, reasonably recoup some or all of these expenses from the applicant seeking review and approval of plans and specifications.

- b. The Association and/or the ARC may require any Owner to restore such Owner's improvements or alteration to the condition existing prior to the construction thereof (including, without limitation, the demolition and removal of any unapproved improvement) if such improvements or alterations were commenced or constructed in violation of the Design Guidelines and the Declaration and without express approval of the ARC. In addition, the Association and/or the ARC may, with Board approval, but have no obligation to do so, cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual Assessment against the Lot upon which such improvements or alterations were commenced or constructed. A material violation of the Design Guidelines and the Declaration shall be deemed to have occurred if no prior express written approval of the ARC has been obtained where it was originally required, even if hindsight reveals that the actual plans and specifications would have been approved by the ARC had they been properly and timely submitted.
- c. Neither the Association, nor the ARC, nor the Board nor the officers, directors, managers, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No approval of plans and specifications and no publication of any Design Guidelines, architectural bulletins or lot information sheets shall be construed as representing or implying that such plans, specifications, guidelines, bulletins, or sheets will, if followed, result in properly designed improvements and/or improvements built in a good and workmanlike manner. Every person or entity who submits plans or specifications, and every Owner of each and every Lot, agrees that he will not bring any action or suit against the Association, the ARC, the Board, or the officers, directors, managers, members, employees and agents of any of them, to recover any such damages and hereby releases, premises, and quitclaim all claims, demands and causes of action not known at the time the release is given.
- d. After reasonable notice to any Owner (and any applicable resident), any member or agent of the ARC may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of said ARC to confirm improvement or maintenance or alteration in compliance with the provisions hereof.
- e. No improvements or addition or change or alteration thereof shall be constructed, erected, placed, altered or maintained on any Lot which is in violation of any of the laws or ordinances of the City of Dallas, Texas or any applicable governmental laws rules or regulations. However, the Association, the ARC and their respective officers, directors, managers, agents and employees shall have no obligation to enforce or to report the violation of any such law, ordinance, rule or regulation.

- f. Matters of “quality”, “adequacy” and “propriety” are to be considered by the ARC generally from an aesthetic standpoint, rather than from an engineering standpoint. Plans and specifications are not reviewed or approved for engineering or structural design or technical quality of materials, and by approving such plans and specifications neither the ARC, nor the members thereof, nor the Association assume liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications.

## ARTICLE V

### AFFIRMATIVE AND PROTECTIVE COVENANTS

- 5.1 Exterior Residential Materials. Exterior wall surface materials shall be limited to three (3) approved materials (excluding windows and trim) unless otherwise approved in writing by the ARC. The ARC shall have the right to review and approve proposed screen doors, storm doors and security gates and bars. Residential improvements shall not be adorned with stylistic ornamentation or details that are out of character with the neighborhood image. All painted structures (where the paint color and texture was originally approved by the ARC) on each Lot shall be repainted by the owner thereof at his sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such improvement. The subsequent approval of the ARC for such repainting shall not be required so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is materially altered.
- 5.2 Masonry. Masonry includes brick and stone, but not stucco. All brick shall satisfy the ASTM Standard Specifications for Facing Brick (ASTM Designation C-216) applicable to Grade SW. The ARC shall, in its discretion, have the right to require that any proposed brick be accompanied by manufacturer specifications, or reputable independent laboratory test results, evidencing compliance with the ASTM specifications. All brick and stone used is subject to specific ARC approval (concerning color, style and texture). Masonry approval shall be received prior to construction. Unless otherwise specifically approved by the ARC, each residential dwelling shall have at least 80% of the exterior vertical surfaces (excluding windows, doors and roof) composed of approved masonry. The entire exterior vertical surfaces of chimneys shall be composed of masonry unless specifically modified, reduced or waived by the ARC.
- 5.3 Roof. The minimum roof pitch allowed in residential dwellings shall be at 8:12 pitch as viewed from a public street. Steeper slopes should be used only to add drama or interest. Some façade and roof relief is encouraged to provide shadows and interest to the building elevation. Roof materials shall be constructed of composition with a weight of not less than 240 lbs. per square and the color shall be in “Weathered Wood” or as approved by the ARC. Roof vents, vent stacks, galvanized roof valleys and any other roof item shall be painted to match the roof materials. Galvanized roof valleys shall be primed before being painted to prevent rusting.

- 5.4 Elevation Benchmarks. The ARC reserves the right to establish, or cause the establishment of, elevation benchmarks in one or more places within the neighborhood and to require the builder's reference to and calculation from a specific benchmark in making any and all calculations required hereunder.
- 5.5 Walls and Fencing. All screening walls shall be constructed with approved brick, stone, architecturally-finished concrete, wood (with cedar as an acceptable minimum), or a combination thereof, or decorative metal such as wrought iron or other materials approved by the ARC. All portions of wood fences shall have flat wood caps. Chain link or other wire fabric fences will not be allowed except temporarily as a container at construction sites. Complete plans on any wall or fence (including the gates) showing materials to be used, location and height, shall be submitted to the ARC for approval prior to construction. Unless otherwise approved by the ARC, all fences shall be eight (8) feet in height measured from the finished grade. No pine or spruce materials shall be permitted. Wood fences may be clear stained only. Paint and non-clear stain will be prohibited on wood fences.
- 5.6 Garages. Each Dwelling Unit shall have as a minimum a two-car garage. Garage door shall be closed when the garage is not in use. ARC approval will be required for all garage locations and for the materials and appearance of doors, gates and screening methods. Each garage shall have a minimum 20' 0" apron or drive directly in front of its entrance.
- 5.7 Screening. All utility meters, equipment, garbage receptacles, air conditioning compressors, transformers, swimming pool pumps and filters, permitted ground antennae, etc., shall be visually screened (so as not to be visible from any street) and located as approved by the ARC.
- 5.8 Garbage Disposal and Smoke Detector. Each Dwelling Unit shall contain a water flushing garbage grinder disposal and smoke detector.
- 5.9 Drainage. Each builder is responsible for designing and providing a drainage system and solution. The drainage program and flow directions shall be shown on the plans. Grading plans for each Lot shall include a consideration of all adjoining Lots so that any adverse consequences are minimized. Gutters and down spouts will be required on all Dwelling Units.
- 5.10 Mailboxes. The ARC shall have the right to designate the exclusive design, motif and materials for mailboxes.
- 5.11 Utilities. Improvements situated on a Lot shall be connected to the water and sewer lines as soon as practicable after same are available at the property line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP gas or other gas tank, bottle or cylinder of any type (excluding those normally associated with outdoor barbecue grills), shall require the prior written



approval of the ARC. All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the City of Dallas, Texas.

5.12 Views; Obstructions; Privacy. In order to promote the aesthetic quality of neighborhood “views”, the ARC shall have the right to review and approve:

- the location and size of all approved satellite dishes and exterior above ground antennae, related wiring and accessories, and the impact of the installed equipment;
- satellite dish and exterior above ground wiring on the possible view and privacy concerns of other Owners and the aesthetic impact on the neighborhood;
- the location of all windows and the type of proposed window treatments and exposed window coverings;
- the probable view from second story windows, balconies and decks (particularly where this is a potential invasion of privacy to an adjoining neighbor);
- sunlight obstructions;
- rooftop solar panels;
- flagpoles, flags, pennants, ribbons, streamers, windsocks, weathervanes and wind chimes;
- exterior storage sheds;
- decorative and holiday seasonal lighting;
- fire and burglar alarms which emit light or sounds; and
- children’s playground and recreational equipment.

5.13 Prohibited Items. The following items are prohibited from appearing within the residential subdivision:

- clotheslines, clothes, reels, hanging articles and exterior clothes drying;
- above-ground swimming pools (unless appropriately screened and approved by the ARC);
- window unit air conditioners;
- signs (except for certain “For Sale” and “For Lease” signs);
- ornamental statuary, sculpture and/or yard art visible from a street or Common Facility excluding those which may be part of an otherwise-approved landscape plan;
- inflatable and other temporary swimming pool enclosures;
- storage of more than 25 gallons of fuel outside of regular vehicle gas tanks; and
- unregistered or inoperable motor vehicles.

The ARC reserves the right to review and approve plans for the storage and use of, and to prescribe limitations, including severe limitations, on the following:

- pavement surfaces (e.g. the use of stone, gravel, concrete, washed aggregate, wood, brick, asphalt) of visible front, side and rear yards;
- tree bark, mulch, and vegetable gardens;
- driveway reflectors;
- woodpiles;
- awnings;
- decking;
- outdoor carpeting;

- large screened-in patio and yard areas encompassing an area greater than 5% of the air-conditioned square feet of the primary dwelling;
- rock gardens;
- grading;
- retaining walls including treated landscape timbers (railroad tie retaining walls will not be permitted if visible from the street); and
- fences which tie in to perimeter fences.

5.14 Site Construction. Prior to any construction, the home builder may be required by the ARC to prepare and submit a plan or plans showing how the following site construction and protection guidelines will be accomplished:

- Respect and maintain the major drainage patterns of the site;
- Leave as much ground cover vegetation growing as possible during construction to reduce soil erosion;
- Stockpile topsoil prior to mass grading and respread in landscape areas after construction is complete;
- New grades should blend into existing grades and be natural in appearance;
- Where retaining walls are required to return to existing grade, concrete or stone walls are preferred;
- Existing trees should be protected during construction and grading and paving should be kept outside the drip line of the tree;
- Nearby streets and rights-of-way shall be cleared of mud, dirt and construction debris.

5.15 Exterior Lighting. Landscape uplights are effective for accentuating plant material and other features. Front yard landscape lighting should not exceed 500 watts total. Except for Christmas season lights (which shall not be activated before Thanksgiving or after January 5 and shall in all events be completely removed not later than February 15), no colored or moving lights shall be permitted. Any and all proposed lighting schemes shall be reviewed by the ARC relative to its purpose and surroundings. Light fixtures and standards should be chosen to blend into and enhance the residential Lot it is illuminating. Spillage of light or glare from one property to another shall be prohibited. Acceptable finish treatments include dark bronze, anodized aluminum or weather resistant coating. Light shields and timer/sensor systems should be used in areas where spillover is a potential problem. No high or low pressure sodium light shall be permitted.

5.16 Appliances. Each garage shall have an electric garage door opener for each garage door. Each Dwelling Unit is required to be pre-wired for an electronic security system (to cover burglary, fire and panic situations).

5.17 Address Plaques. The ARC shall have the right to designate the exclusive design, motif and materials for street address plaques which shall be mounted on a conspicuous vertical surface close to the front door and, if permitted by the ARC in its sole and absolute discretion, "sprayed on" curb side street numerals (which shall at all times be kept and maintained in a fresh, attractive and uniformly harmonious condition).

- 5.18 Sidewalks. Unless otherwise approved by the ARC, the building of each Dwelling Unit shall construct, install and provide a public sidewalk which shall: (a) be approved (as to size, location and materials) by the ARC; and (b) comply with applicable City of Dallas standards.
- 5.19 Foundation Survey. At the time the foundation forms of a Dwelling Unit are set in place and prior to pouring of concrete, the builder or owner shall furnish to the ARC one (1) copy of a survey prepared by a licensed surveyor or registered engineer showing the location of the forms on the lot with relation to all Lot lines and building setback lines, certifying that such forms do not protrude over any building setback lines or Lot lines.
- 5.20 Wiring. Any exterior electrical wiring shall be located underground.
- 5.21 Residential Restrictions. The residential subdivision plat and/or the Design Guidelines and/or the City of Dallas may indicate minimum building setback lines, within which above-ground development (excluding fencing and driveways which may otherwise be permitted) is discouraged. Development and use of the setback area as an attractive green space is encouraged. The following improvements shall be allowed within the minimum setback areas:
- structures below and covered by the ground;
  - steps, walks, driveways and curbing;
  - retaining walls;
  - screening walls (except in the front yard);
  - landscaping,
- and the plans and specifications for these items shall be submitted to the ARC for review and approval.
- 5.22 Minimum Dwelling Setback Requirements:
- |                      |   |
|----------------------|---|
| Front yard:          | Ten feet (10') to main structure.   |
| Side yard:           | No building shall be located on any lot nearer than three feet (3') on the zero lot line side of the Lot. No building shall be located nearer than seven (7') on the non-zero lot line side of the Lot. |
| Rear yard:           | Zero feet (0') except twenty-feet (20') to any garage.  |
| Side yard on corner: | Ten feet (10').   |
- Based on submittal and review of the plans, the ARC may approve a variance to the minimum dwelling setback requirements.
- 5.23 Building Height. No building or other improvement constructed on any Lot shall have a height in excess of 24 feet from the ground to the midline of the roof.

- 5.24 Building Size. The minimum air-conditioned floor space shall not be less than 1,600 square feet. The minimum square feet on the first floor of a two-story dwelling shall not be less than 1,000 square feet.
- 5.25 Fences Along Streets. Unless otherwise approved by the ARC, any new or replacement fences facing public streets shall
- a. be built with posts on the inside of the rails, out of view from public streets, and
  - b. be eight feet (8'0") in height as measured from the finished grade. Side yard fences facing a public street shall have brick columns.
- 5.26 Temporary Structures and Vehicles.
- a. No temporary structure of any kind shall be erected or placed upon any Lot. Temporary structures shall include, but not be limited to, any temporary garage or other improvement. However, upon receiving the prior, express written approval of the ARC, a homeowner may maintain a temporary structure that must be removed within sixty (60) days after completion of construction.
  - b. Any truck (over  $\frac{3}{4}$  ton and excluding conventional pickups), bus, boat, boat trailer, trailer, mobile home, golf cart, motorcycle, recreational vehicle, camp mobile, camper and any vehicle other than a conventional automobile shall be stored, placed or parked within the enclosed garage on the appropriate Lot. Vehicles described in this paragraph may be temporarily parked in the street for no longer than 24 consecutive hours once per calendar month.
- 5.27 Offensive Activities:
- a. No noxious or offensive activity or pollution affecting sight/sound/smell, as determined by the ARC shall be conducted or permitted on any portion of the Properties. No direct sales activities (excluding, however, community activities specifically approved by the Board), yard sales, patio sales, flea markets, bazaars, sample sales, promotional dinner parties or similar activities shall be conducted on any portion of the Properties. Not more than one garage sale shall be conducted from each Dwelling Unit during each calendar year.
  - b. Any noise or odor emitted by, and any discharge or waste from, any animal (including without limitation to dogs and cats) which can be seen heard or smelled outside the perimeter of the subject Owner's (or Member's or Resident's) Lot shall be deemed noxious and offensive and is therefore prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential Lot, except that not more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and they are not noxious, offensive, vicious or dangerous. Any outside pen, cage, kennel, shelter, concrete pet pad, run track or other

building, structure or device directly or indirectly related to animals which can be seen, heard or smelled by anyone other than the subject Lot Owner shall be approved by the ARC in its sole and absolute discretion. Each and every dog, cat or other household pet, if not kept and confined within an enclosed non-visible portion of the Owner's/Resident's/Member's Lot, shall be leashed and accompanied by its corresponding Owner/ Resident/Member, particularly when traveling beyond the perimeter of the Owner's/Resident's/Member's Lot, and such Owner/Resident/Member shall promptly clean and remove the discharge and waste of any pet. In addition, all pets must be current on immunizations per City of Dallas Codes.

- 5.28 Satellite Dishes and/or Exterior Antennae. Subject to ARC approval, as provided in Section 5.12 of this Article, satellite dishes or exterior above-ground antennae must be in a diameter consistent with the current technology, and may not extend above the roof peak. All external wiring color must blend with the background on which it is placed. It is the Owner's responsibility to paint and maintain the wiring and antennae and satellite dishes in order to comply with all covenants and/or regulations in the Declaration.

## ARTICLE VI

### LANDSCAPING, IRRIGATION AND MAINTENANCE

#### COVENANTS AND RESTRICTIONS

- 6.1 Introduction. It is the desire of the Association to: (a) recognize, utilize and supplement the existing landscape and visual resources by retaining the natural character of the site with its rolling terrain and clusters of trees; and (b) structure a viable introduced landscape, ensuring consistent quality and providing for visual harmony through color, textural variety and informal massing. "Landscaping" shall include any proposed modification to a Lot or site such as (but not limited to) land forming, the installation of plants and trees, irrigation systems, landscape lighting systems, landscape subsurface drainage systems, paving, site furnishings, nonstructural retaining walls and introduced vegetation.
- 6.2 Landscape Plans. Landscape and irrigation plans shall be prepared and submitted to the ARC. These plans shall show the size, type, locations and "spot elevations" of all existing trees to be saved or to be demolished (as the case may be) and all proposed landscape elements. An irrigation system is required and should be designed such that there is no overspray into adjacent yard, streets or Common Facilities.
- 6.3 Irrigation. Each Lot shall have a front yard automatic irrigation system. Corner lots shall have a front and side yard automatic irrigation system. All automatic irrigation systems shall be designed to have overlapping coverage. Irrigation systems shall be properly maintained and repaired at all times by the Owner of the Lot whereupon the irrigation

system is located. Blown heads and mainline ruptures shall be immediately repaired upon discovery.

6.4 Required Maintenance. Landscaping which has been installed on any Lot, including temporary landscaping, shall be properly maintained at all times. Each Owner, Resident and Member of any Lot or parcel shall jointly and severally have the duty and responsibility at their sole cost and expense, to keep their respective property (including all buildings, improvements, grounds, drainage easements and other appurtenances) in a well maintained, safe, clean and attractive condition at all times. Required maintenance includes, without limitation:

- prompt removal of all litter, trash, refuse and waste;
- lawn mowing on a regular basis with maximum grass height of six inches (6”);
- tree and shrub pruning;
- watering landscaped areas;
- keeping exterior lighting and maintenance facilities in working order;
- keeping lawn and garden areas alive, free of weeds, and attractive;
- keeping driveways in good repair;
- complying with all government health and policy requirements;
- repair of exterior damages to improvements; and
- backwashing of swimming pools will be prohibited upon any adjoining property.

6.5 Owner’s Obligation to Repair. Each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair, except only to the extent of Front Yard maintenance to be performed by the Association in accordance with the terms hereof. In the event that any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings any other improvements erected thereon, and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the sum shall carry with it the same consequences as the failure to pay any Assessment hereunder when due.



## ARTICLE VII

### EASEMENTS

- 7.1 Easement Reserved for the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the carrying out by the Association of its rights, functions, duties and obligations hereunder; provided that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.
- 7.2 Additional Easements. The Association hereby grants and reserves the following easements for its benefit and for the benefit of each Lot:
- a. Maintenance and Repair Easement. An easement four feet (4') wide running from the front property line to the rear property line along the non-zero Lot side property line of each Lot is hereby created for the benefit of the Owner of an adjoining Lot. Said easement shall exist only during daylight hours for reasonable periods of time necessary to accomplish maintenance and repairs associated with the zero-Lot side improvements on the adjoining Lot. Each Lot owner shall provide a gate of a minimum of three feet (3') in width at the rear or front of the residence located entirely within the area of this easement. In the event any Owner benefitted by this easement should damage any property of the Owner whose Lot is burdened with this easement, such Owner so damaging the property shall repair such damage within ten (10) days of the occurrence thereof.
  - b. Temporary Construction Easement. An easement is hereby created over the same land described in Section 7.2(a) above for the express purpose of aiding in the construction of improvements on adjacent Lots or reconstruction of improvements on adjacent Lots. In the event this easement is used and the Owner of the Lot burdened by this easement so requests in writing, the builder or Owner of the Lot benefitted by the easement shall construct a temporary solid wood fence where possible and approved by the ARC between the Lot on which construction is occurring and the boundary of this easement on the interior portion of the Lot burdened by this easement where possible. Upon completion of construction, the builder or Owner of the Lot benefitted by the easement shall remove such wood fence and repair all damages caused by the installation or removal thereof, and repair all damage, including damage to existing landscaping, which occurred during construction all such repairs to be performed within ten (10) days of completion of construction.
  - c. Use Easement. An easement is hereby created over the three foot (3') or more area between the zero-Lot line side property line and the zero-Lot line exterior wall for the benefit of the adjacent Lot whose non-zero Lot line side faces such easement area. Such easement shall be fully used and enjoyed by the Owner of the Lot benefitted by such easement, subject to the rights of the owner of the Lot burdened by this easement.

## ARTICLE VIII

### RIGHTS OF CERTAIN MORTGAGEES AND MORTGAGE INSURERS

- 8.1 The provisions within this Article are for the primary benefit of:
- a. the owners and holders of Institutional Mortgages which are required to satisfy the applicable requirements of Federal Housing Administration (FHA), U.S. Department of Veterans' Affairs (VA), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), and other similar governmental, quasi-governmental and nationally recognized public and/or private sources of end financing (such mortgagees sometimes collectively referred to herein as "Eligible Mortgagees" and their mortgages referred to as "Eligible Mortgages"); and
  - b. the insurers, guarantors, participants and subsidizers of the Eligible Mortgages, sometimes collectively referred to herein as the "Eligible Insurers".

To the extent applicable, necessary or proper, the provisions of this Article apply not only to this Declaration but also to the Articles of Incorporation and By-Laws of the Association. This Article is supplemental to, and not in substitution of, any other provisions of this Declaration, the Articles of Incorporation and By-Laws, but in the event of ambiguity or conflict, this Article shall control.

- 8.2 Notices of Action. An Eligible Mortgagee or Eligible Insurer who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and a reasonable description of the Dwelling Unit covered by the Eligible Mortgage) will be entitled to receive timely written notice of:
- a. any proposed termination of the Association;
  - b. any condemnation loss or any casualty loss which affects a material portion of the Properties or which materially affects any Dwelling Unit on which there is an Eligible Mortgage held, insured or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
  - c. any delinquency in the payment of Assessments or charges owned by an Owner of a Dwelling Unit subject to the Eligible Mortgage of such Eligible Mortgagee or Eligible Insurer, where such delinquency has continued for a period of sixty (60) days; or
  - d. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

- 8.3 Inspection of Books. The Association shall have current copies of the Declaration, Articles, By-Laws, rules and regulations, books, records and financial statements available for inspection by Eligible Mortgagees and Eligible Insurers during normal business hours or under other reasonable circumstances. (For Owners Rights of Inspection, see the By-Laws.)
- 8.4 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer that submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant, at the expense of the Association, if any Eligible Mortgagee or Eligible Insurer submits a written request for it.
- 8.5 Attendance at Meetings. Any authorized representative(s) of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting of the Association that an Owner may attend.

## ARTICLE IX

### GENERAL PROVISIONS

- 9.1 This Declaration may be amended or changed upon the express written consent of a majority of the Board and at least fifty-one percent (51%) of the Owners of Lots within the Properties or 48 authorized voting Members. Any and all amendments shall be recorded in the Official Public Records of Dallas County, Texas.
- 9.2 Enforcement. Each Owner of each Lot shall be deemed, and held responsible and liable for the acts, conduct and omission of each and every Resident, Member, guest and invitee affiliated with such Lot, and such liability and responsibility of each Owner shall be joint and several with their Resident(s), Member(s), guests and invitees. The lien created hereby on each Lot shall extend to, cover and secure the proper payment and performance by each and every Resident, Member, guest and invitee affiliated with each Owner. Unless otherwise prohibited or modified by law, all parents shall be liable for any and all personal injuries and property damage proximately caused by the conduct of their children (under the age of 18 years) within the Properties. Enforcement of this Declaration may be initiated by any proceeding at law or in equity against any person or persons violating or attempting to violate them, whether the relief sought is levying of violation fines or penalties, an injunction or recovery of damages, or enforcement of any lien created by this Declaration, but failure by the Association or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, by and through the Board, is authorized (but not obligated) to enforce this Declaration. With respect to any litigation hereunder, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.

- 9.3 Validity. Violation of or failure to comply with this Declaration shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may then be existing on any Lot. Invalidation of any one or more of the provisions of this Declaration, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect. In the event any portion of this Declaration conflicts with mandatory provisions of any ordinance or regulation promulgated by the City of Dallas (including, without limitation, the Zoning Ordinance), then such municipal requirement shall control.
- 9.4 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa, unless the context requires otherwise. Examples, illustrations, scenarios and hypothetical situations mentioned herein shall not construe an exclusive, exhaustive or limiting list of what can or cannot be done.
- 9.5 Registration with the Association. Each and every Owner and Renter/Lessee (renting or leasing a property in the neighborhood) shall have an affirmative duty and obligation to the Association, to provide and thereafter keep current (within fifteen days of a material change) contact information as follows:
- a. Full name of Owner, Renter, Lessee, street address and mailing address, if different;
  - b. Telephone numbers for the Owner, Renter, Lessee or other residents as may be appropriate;
  - c. Electronic mail address;
  - d. Description and license plate number of each vehicle associated with the Residence; and
  - e. The name, address and telephone number of other local individuals who could be contacted in case of emergency.

In the event any Owner, Member or Resident fails, neglects or refuses to so provide, revise and update such information, then the Association may, but is not required to, use whatever means it deems reasonable and appropriate to obtain such information and the offending Owner, Member and Resident shall become automatically jointly and severally liable to promptly reimburse the Association for all reasonable costs and expenses incurred in so doing.

- 9.6 Notices to Resident/Member/Owner. Any notice required to be given to any Resident, Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when:
- a. deposited in the United States Mail, postage prepaid, addressed to the last known address of the person who appears as the Resident, Member or Owner on the records of the Association at the time of such mailing, or when
  - b. delivered by hand or by messenger to the last known address of such person within the Properties; or when
  - c. by confirmed delivery by e-mail to an e-mail address of record; or when
  - d. posted on the Association's bulletin board for at least thirty consecutive calendar days.
- 9.7 Notices to Mortgagees. The holder(s) of a mortgage may be furnished with written notification from the Association of any default by the respective mortgagor/Member/Owner in the performance of such mortgagor's/Member's/Owner's obligation(s) as established by this Declaration, provided that the Association has been theretofore furnished, in writing, with the correct name and address of such mortgage holder(s) and a request to receive such notification and a reasonable supply of self-addressed, stamped envelopes.
- 9.8 Disputes. Matters of dispute or disagreement between Owners, Residents or Members with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board. These determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners, Residents and Members.
- 9.9 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the sole and exclusive opinion of the Board, will best effect the general plan of development as reflected in this Declaration. The Board shall have the right, power and authority to determine all questions arising under or in connection with this Declaration and to construe and interpret the provisions thereof, and any determination, construction or interpretation made by the Board, in the absence of an adjudication by a court of competent jurisdiction that any such action was an abuse of discretion, shall be binding on the Owners. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. The singular wherever used herein shall be construed to mean the plural when applicable and vice versa, and the use herein of any gender shall mean any other gender when applicable. Any and all exhibits referred to herein and attached hereto are made a part hereof by reference. This Declaration shall be construed under, and in accordance with, the laws of the State of Texas.

9.10 Approvals. No approval by the Association or the ARC pursuant to the provisions hereof shall be effective unless in writing, except as otherwise expressly provided herein.

9.11 Waiver of Trial by Jury. Each owner acknowledges that this Declaration is a sophisticated legal document. Accordingly, justice will best be served if issues regarding this declaration are heard by a judge in a court proceeding and not a jury. Each Owner agrees that any claim, demand, action, or cause or action, with respect to any action, proceeding claim, counterclaim, or crossclaim, whether in contract and/or in tort (regardless if the tort action is presently recognized or not), based on, arising out of, in connection with or it any way related to this Declaration, any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party shall be heard by a judge in a court proceeding and not a jury.

Witness the hand of authorized representatives of the Association on the acknowledgment date noted below.

**RLV HOMEOWNERS ASSOCIATION, INC.**

By : \_\_\_\_\_  
Jesse A. Rogers, President Date

Attest : \_\_\_\_\_  
Cyndi Heath, Secretary Date

STATE OF TEXAS           §  
                                      §       RLV HOMEOWNERS ASSOCIATION, INC.  
COUNTY OF DALLAS    §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jesse A. Rogers and Jim Laricks, known to me to be the persons and officers whose names are subscribed to the Instrument, and acknowledged to me that tshey executed the same for the purpose and consideration therein expressed, and in the capacity therein stated on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, to certify which witness my hand and official seal of office.

\_\_\_\_\_  
Notary Public – State of Texas

Return to:

RLV Homeowners Association, Inc.  
P.O. Box 741854  
Dallas, Texas 75374-1854

## EXHIBIT "A"

A tract of land out of the DAVID BARROW SURVEY, Abstract No. 177, and being part of Block 7520 and 7521, City of Dallas, Texas, and being more particularly described as follows:

COMMENCING at the most Southwesterly corner of Northwood Estates Addition, 2<sup>nd</sup> Installment, an addition to the City of Dallas, Texas as recorded in Volume 30, Page 67, Map Records of Dallas County, Texas, and said most Southwesterly corner being in the Southwesterly line of Royal Lane (100' R.O.W.);

THENCE, N 05° 41' 00" W, along the most Westerly line of said NORTHWOOD ESTATES ADDITION, a distance of 127.34 feet to a ½" iron rod found for the POINT OF BEGINNING, said point also being in the Northeasterly R.O.W. line of said Royal Lane;

THENCE, N 57° 26' 100" W, along the said North R.O.W. line of Royal Lane a distance of 11.03 feet to a ½" iron rod found for the beginning of a curve to the right, having a central angle of 03° 50' 00", a radius of 5,679.58 feet add a tangent of 190.06 feet;

THENCE, along said curve to the right an arc distance of 379.99 feet to a ½" iron rod found for the point of tangency;

THENCE, N 53° 36' 00" W, along the North R.O.W. line of said f Lane a distance of 685.92 feet to a ½" iron rod found for the beginning of a curve to the left, having a central angle of 03° 55' 38", a radius of 1,482.39 feet and a tangent of 50.82 feet;

THENCE, along said curve to the left an arc distance of 101.61 feet to a ½" iron rod found for a corner, said point also being the most Southerly corner of NORTHWOOD PARK, n addition to the City of Dallas, as recorded in Volume 45, Page 213, Map of Records of Dallas County, Texas

THENCE, N 44° 45' 00" E, along the Easterly line of said NORTHWOOD PARK, a distance of 1,201.83 feet to a ½" iron rod found for a corner, said point also being in the South R.O.W. line of Woodshore Drive (50' R.O.W.);

THENCE, N 75° 11' 00" E, along the South R.O.W. line of said Woodshore Drive a distance of 111.58 feet to a ½" iron rod found for a corner, said point also being the Northwest corner of said NORTHWOOD ESTATES ADDITION, 2<sup>nd</sup> installment;

THENCE, S 04° 55' 00" E, along the West line of said NORTHWOOD ESTATES ADDITION, 2<sup>nd</sup> Installment, a distance of 256.95 feet to a ½" iron rod found for a corner;

THENCE, S 05° 15' 00" E, continuing along the West line of said NORTHWOOD ESTATES ADDITION, 2<sup>nd</sup> Installment, a distance of 981.54 feet to a ½" iron rod found for a corner;

THENCE, N 75° 47' 00" W, along a North line of said NORTHWOOD ESTATES ADDITION, 2<sup>nd</sup> installment, a distance of 148.91 feet to a ½" iron rod found for a corner;

THENCE, S 05° 41' 00" E, along the West line of said NORTHWOOD ESTATES ADDITION, 2<sup>nd</sup> Installment, a distance of 372.56 feet to the POINT OF BEGINNING AND CONTANING 845.988 Square Feet of 19.421 Acres of Land, more or less.